

1886-057 Chancery Causes: Russell & Co] vs. John A. Moore
Lee Co.

Russell, Livingston

CA-Debt
T-Property

-Deed

To the Hon. John A. Kelly Judge
of the Circuit Court of Lee Co Va
your Orators Russell

Russell and Russell
partners doing business under the firm
name and style of Russell & Co
Humbly Complaining sheweth unto
your Honor - That heretofore at the
August term of the Circuit Court
of this County your Orators obtained
against John A. Moore, a judgement
for the sum of \$429.25. with interest
at the rate of 10 percent from the
16th. day of July 1878, and \$7.56
Costs at law, upon this judgement
execution issued and was placed
in the hands of Reese D. Glanery Sheriff
of Lee County for Collection, and was
by him returned no property found
A copy of which is herewith filed
marked "A" and is prayed to be con-
sidered as part hereof. This judge-
ment has also been docketed, in
the judgement lien book and properly
indexed so as to constitute a lien
upon the real estate of said John
A. Moore. Your Orator alleges that
said John A. Moore is the owner in

see of a large and valuable farm
in Lee County Virginia on Blackwater
Creek near Old Blackwater Saltworks,
wherein he resides, and is known
as his home place. Upon this farm
the said Moore has executed to on

Livingstone a deed of trust
to secure A. J. Livingstone in the sum
of \$766. or about that amount, and the
rents and profits will not in
five years pay your creditors debt,
but there is a sufficiency to pay
said Livingstone's debt and also your
creditors. The object of this bill therefore
is to enforce said lien and have so
much of said land sold as may
be necessary to pay the same, and
the costs of sale. To affect which
your creditors pray that John A. Moore
A. J. Livingstone and Livingstone
trustee be made parties defendant
to this bill and answer its allegations
upon oath, and upon a hearing a
decree be rendered enforcing said
lien and selling said land or so
much thereof as may be necessary
to pay the same, subject to the lien
of said Livingstone, or if mistaken

in this that said lands be rented
until the maturity of said deed
of trust and the rents and profits
thereof applied to your orators debt.
Said deed of trust runs for the
period of two years as your
Orator is advised. A copy of this
deed will also be found herewith
filed as part hereof, marked "B." and
is prayed to be considered as part
hereof. If in anywise mistaken in
this your Orators pray for all other
further or general relief may
Supra issue &c.

A. L. Ridemore
P.L.

P

Russell & Co

v Bill Chy

John A. Moore et al

Exhibits A & B filed

1883, Sept 27th Bill Filed.
" Octo Spa Exp & D. A.
" Nov. D. A. Confd and
Cause set for hearing.
" Nov. Order cont'd.

To the Hon. John A. Kelly Judge of
the Circuit Court of Lee County Virginia
Your orators, John Russell and
Jo. Russell, partners trading under the
firm name and style of Russell & Co
humbly complaining sheweth unto your
Honor, by way of amendment to their
original bill filed in this cause that
At its August term 1883 of this Hon.
Court, your orators obtained against
John A. Moore, a judgement for the
sum of \$429.25, with interest at the
rate of ten per cent, from the 16th day
of July 1878; and \$7.56 Costs at law.
Upon this judgement execution es-
sued and was placed in the hands
of Reese D. Hanery, Sheriff of Lee
County for collection, and was by
him returned "no property found."

This said judgement has also been
properly docketed, and now as your
orators are advised constitutes a lien
upon the real estate of the said John
A. Moore. A copy of the judgement,
a transcript from the judgement lien
docket, and of the fi fa and re-
turn thereon above alluded to, will
be found herewith, filed and marked

1, 2, 3 &c. - And are prayed to be considered herewith as part hereof.

Said notes were executed, as appears from their face, in the State of Tennessee, where they might lawfully bear 10 per cent interest when so stated upon their face. Copies of these notes, notes, will also be found filed herewith filed numbers 4, 5, 6, 7 and are for the purpose of showing the place of their execution, prayed to be considered herewith.

Your orators allege that said John A. Moore, owns a large, and valuable farm situated upon the waters of Black Water Creek in this County, containing some seven or eight hundred acres, the metes and bounds of which are properly set forth in a copy of a deed to him for said land, found filed herewith as part hereof marked "A." Upon this tract or parcel of land, the said John A. Moore on the 4 day of Sept 1883, made and executed to B. H. Livingston a deed of trust to secure A. J. Livingston in the payment of the sum of \$1000., to be paid on or by the day of 18

A copy of this deed of trust will also be forthwith filed with this bill marked "B" as a part hereof, and is prayed to be considered herewith.

Your orators allege that, there is an ample amount of said land to pay said deed of trust and also your orators claim; but that the rents or profits of said land will not in five years after satisfying said deed of trust pay and discharge your orators claim.

Your orators, prayer therefore is that John A. Moore, A. J. Livingston and, B. H. Livingston trustees be made parties defendant to this bill and answer to allegations upon oath, and upon a hearing a decree be rendered enforcing your orators said bill and that so much of said land be sold so will pay and satisfy the same that said A. J. Livingston answer and state whether or not, there will not remain a sufficiency after the payment of your orators debt to amply pay and discharge his debt secured by said trust, and that said Moore and trustee likewise answer to the same effect

10.24 to m/882
 1.60
 2.00
 15.00
 Add for 6 to date p/86
 estimate 29.80

P

Russell Ohio

vs Amended Bill
 In chp.

John A. Moore et al
 1884 Jan and Bill Filed

" Febry. Sp. Ad + D. W.

" March D. N. caught &
 clause set for hearing

1884 March Decree & Contd.

1884 Aug & Court Contd.

1885 Mr. Aug & Court Contd.

1886 Mr. Lerru Decree for Sale & Contd.

" Aug. Decree final

O. B. 541

Costs at law

4.31
 50
 2.50
 25
 7.56
29.50
37.06

but such answer whether or not -
 there will be sufficient launch after the
 payment of said bill to pay your
 order debt by cash and profit in
 five years - but if mistaken with
 said loan caught - then they may be
 set aside further and general relief.
 May before leave etc.
 A. L. Henderson
 O. B.

Russell vs
against
John. A. Meers Peff.
 sept. } In chf

On motion
of the plff, who admits by his
Counsel in open Court - that the
defendant has executed a
deed of trust to secure the
debt - interest and Costs sought
to be enforced herein - This
Cause is stricken from the
docket.

Russell Ohio
of Decree
Final
John A. Moore
Aug. 7. 1886

Entered page 541

Enter this
Aug. 26 1886
J. A. K.

Russell vs Plff.
 against
John A. Moore et al. defts. } In chq.

This cause
Came on again this day to be
heard upon the papers formerly
read & the report of A. L. Pridemore
com. this day filed and was ar-
gued by Counsel. On consideration
of which said report being un-
excepted to is confirmed. And it
is adjudged, ordered and decreed
that A. L. Pridemore who is hereby
appointed a special Commissioner
for the purpose do proceed to
sell by public outcry to the
highest bidder on a credit of
6. 12 and 18^m so much of said
land as will pay the require-
ments of the decree of March 31/84
and accumulative costs. So much
however as may be necessary to
pay the costs of suit & sale will
be required to be paid in hand &
for the residue bonds will be taken
payable to himself as Commissioner
bearing interest from day of sale
with approved personal secu-
rity. But before proceeding

Russell & Co

vs Deere

John A. Moore & Co

March 7, 1886.

Center P. 500 -
J. A. Hyatt & Co

Center this

March 27, 1886.
J. A. Hyatt & Co

to act under this decree he will execute bond in a penalty of \$1000 Conditions according to law. He will then post notice for at least 30 days on the front door of the Court House and in some public place in the neighborhood where the land lies setting out times terms and place. The sale will be made on some Court day by public outcry to the highest bidder. He will report his action to this Court at some future term & the Cause is continued -

Russell & Co

Plff

against

John A. Moore

Def

} In Chy

This cause came on this day to be heard upon the amended bill and exhibits filed taken ~~pro confesso~~ for Confessed - and was argued by Counsel

On Consideration whereof and for reasons appearing to the Court it is adjudged ordered and decreed that the plffs recover from the defendant, the sum of \$429.25 with interest thereon at the rate of 10 per cent per annum from the 16th day of July 1878 and \$7.50 Costs at Law. And the Costs of this suit. And unless the defendant or some one for him pay the same within days from the rising of this Court then

A L. Ordmon who is hereby appointed a special Commissioner thereof will proceed to rent said lands in the bill mentioned for a period of one year from the date of his renting. He will require so much paid in hand as will pay the costs of suit and renting and for the residue take bond payable to himself, falling

Russell

or { becu

John A. Moore

March 7. 1884

Entered page

386. J. A. Wyatt
clerk

Enter this

March 31 1884

J. A. K.

(12)

at the end of the year - He will deliver possession to the tenant - and report his action, to this Court and the Cause is continued.

Russell & Lee. Plffs
vs.

Jos A Moore. Def

This day personally appeared
before me a Justice of Litch County
va, Jos A Moore and made
oath, That he was at the Court
house on the 1st day March term
of Circuit Court, ¹⁸⁸⁴ and expected to
answer the Bills of Complaint, in
the above styled Cause, But was infor-
med that the papers were out
of the Clerks office, and in the hands
of an other party, and at that time
such defense, ^{as necessary} could not be made
And at that day he was ~~in~~
sick, and returned home expecting
to be able to get back before the Court
closed, but he has since and
is now unable to attend Court,
And that the said Bill not being
answered, ~~was~~ at Rules can be accounted
for as part of court time in Scott
County va

~~Given~~

Given under my hand
This ~~11th~~ 31st day March 1884,
Jos. M. Moore J. C.

Russell & Co
J. S. Affidavit
Jas. A. Moore

11
State of Va Lee County, March the
26th 1884 This day personally appeared
Col Jno. F. Moore before me James
M. Moore a justice of the peace
in and for Lee County and
made oath that he was at
this period of time unable to
attend to business and could not
come to Town at this time
Given under my hand and
official Signature this March
the 26th 1884

James M. Moore J. P.

This affidavit
is not sufficient.

This states no
defence.

It does not ac-
count for a failure
to make an earlier
defence.

At Present, only remaining

To the Hon. John A. Kelly Judge of
the Circuit Court of Lee County Va.

The undersigned who was appointed
a Special Commissioner in the Chancery
Cause of Russell vs against John A.
More and others, to rent the defend-
ants lands begs leave to report that
he advertised and offered the same
several times but could get no bids
for it owing to the complications
of the claims of his sons & the exist-
ence of the deed of trust. The
deed of trust is now due and
your Commissioner is informed
partly paid. perhaps half or more
so that after a sale of a suf-
ficiency to pay the preffs debt
there will be ample lands left
to satisfy the residue of the trust.

He therefore recommends a decree
for a sale of so much as will
pay this debt & costs, subject to
the rights and powers of the trustee to
sell if he chooses to do so.

All of which is respectfully sub-
mitted.

A. L. Ridemore
Cmr.

Russell Lee

vs Report of
Admiral Sir

John A. Moore

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

We Command You that of the Goods and Chattles of

John A. Moore

Late in your Balivick you cause to be made \$ *429.25* with ^{*10 percent*} ~~legal~~ interest thereon from the *16* day of

July 1878 till payment which

Russell & Co

Lately in our Circuit Court of Lee County have recovered against *him* by suit for

Debt

also \$ *756* which to the said

Russell & Co

in our Court adjudged for

their

costs in that behalf expended whereof the said

Moore is

Convicted as appears to us of record. And that you have the same before the Judge of our said Court at

the Courthouse on the first monday in *November* to render to the said *Russell*

& Co

of the

Debt

and costs as aforesaid

And have then there this writ—Witness JOHN A. G. HYATT Clerk of our said Court. at the Courthouse this *11th*

day of *September* 188*3* in the *10* *8* year of the Commonwealth.

J. A. G. Hyatt clerk

to 4.31
5.50
at 2.50
col. 25

\$7.56

Copy Teste—

J. A. G. Hyatt
clerk

195-1 Circ 19
Sept 6th 1883 (A)

Russell & Co
vs $\frac{1}{3}$ Fri & Sa
John A. Moore

Lo November Rules 1883

Not executed no
property found

R. D. Flannery
S. L. C.

A Copy Sent

J. A. Myatt
clk

Fee for Copy to 40⁰

Credit September 13. 1880 - \$50.00

This Deed made this September 4th 1882. by
and between John A. Moore of the first part, and
B. H. Livingston of the second part, both of Lee County
Virginia, Witnesseth that whereas the said John
A. Moore, Emet Moore and A. R. Anderson on
the first day of September 1881. executed to Andrew
J. Bray, a bond for the sum of \$ 762.30 due by
the 18 day of Aug. 1882. and waived their homestead
exemptions thereto and whereas said Andrew
J. Bray has heretofore instituted his suit at
law, on said note and the same is now pending
in the Circuit Court of Lee County, Virginia, and
a controversy in reference thereto having arisen
by the consent of said John A. Moore, Emet Moore
A. R. Anderson, A. J. Livingston has purchased
said debt from said Ray for the sum of \$ 773.21.
including interest to this day, and loaned
the said John A. Moore the sum of \$ 226.79. making
in all the sum of \$ 1000. with legal interest
thereon from this date for which sum said
John A. Moore has this day executed his bond
for one thousand dollars waiving the benefit
of his said Homestead, exemptions to said
debt, and whereas said Moore is desirous
of securing the same to which reference is made
now therefore in consideration of the premises
the said John A. Moore doth by these presents
Grant, bargain, sell and convey unto

unto B. H. Livingston trustee, all and
singular, a certain tract or parcel of land
owned by the said John A. Moore situated
in Lee County Va on the waters of Black
water creek known as his home place
and whereon he now resides, for a more
particular description of which reference
is here made to the deeds and title papers
of said John A. Moore, to said tract now
of record in the clerk's office of Lee County
Va, with all the appurtenances thereunto
belonging, to have and to hold the same
with covenants of general warranty, On trust
nevertheless to secure the payment of the
bond for \$1000. aforesaid to A. J. Livingston
now if the said John A. Moore or some
one for him pay said bond in full by
January 1st 1886 together with the interest
thereon then if so paid at or before that time
this deed is to be void, If not so paid then
as it is lawful and the trustee shall be
so directed by said A. J. Livingston, He
the said Trustee shall sell so much of said
lands as may be necessary for ready cash
to pay the same, and the compensation due
the trustee for making sale thereof which
shall in the event of sale be the rate

allowed by law, The sale shall be made on the premises for ready cash after the same hath been duly advertised on said premises for 30 days and also on the front door of the court house of Lee County Virginia, and the aforesaid suit of A. J. Bray is to be dismissed the Plaintiff therein paying his own costs now accrued thereon, Witness the following signatures and seals this the day and year first above written, And the said John A. Moore waives the benefit of his Homestead exemption as to this debt,

John A. Moore LS
B. H. Livingston LS

Virginia Lee County to wit:

I, John R. Gibson Clerk of the county court for the county and State aforesaid do certify that John A. Moore whose name is signed to the foregoing deed bearing date Sept, 4 - 1888, this day acknowledged the same before me in any county aforesaid, and said deed is admitted to record, Given under my hand this the 4th day of Sept, 1888.

John R. Gibson Clerk
of Lee County Court

Attest

Teste John R. Gibson Clerk

B. H. Livingston Esq.
From 3 copy of D. Trust
John A. Moore

Recorded Deed
Book No 20 P 266
J. R. Gibson clk

fee for this copy 75-cts.

This Deed made this ~~the~~ day of June in the year of our Lord one thousand eight hundred and seventy five between Henry Lawson and Jane his wife of the county of Scott and State of Virginia of the first part, and John A. Moore of the county of Lee and State aforesaid, of the Second part, Witnesseth that the said parties of the first part, do grant bargain and sell, and by these presents have granted bargained and sold and conveyed unto the said John A. Moore a certain tract or parcel of land lying and being in the county of Lee and State aforesaid upon Blackwater creek known as a part of the Blackwater Salt works tract, bounded as follows beginning on the east side of a creek on the side of Newmans Ridge on a Maple and beech corner to Thomas Osborns Settlement right thence S 67° W 1/18 poles crossing the creek to a Sycamore and Buckeye on the bank of the same N 74° W 84 poles to a red oak and white oak sapling S 70° W 60 poles to a white oak sapling on the side of a ridge S 57° W to Robinetts line, thence with said Robinetts line N 45° E, to said Robinetts corner (a white Oak) thence due west with said Robinetts line to the Preston line, thence N 56° E, to a corner of Prestons land to two white oaks, thence Eastwardly along the meanders of the ridge to a stake due south of a Spring, thence due North so as to include

said Spring, thence down said Spring branch to the mouth, thence S 18° E. to three beeches in a bottom, thence S 59° E 78 poles crossing the creek to a beech an cucumber tree, thence S 35° E 106 poles to the beginning together with all and appurtenances, and all the estate, title and interest of the said party of the first part, therein and the said party of the first part doth hereby covenant and agree with the said party of the first second part that at the delivery thereof, the said party of the first part, is the lawful owner of the premises above granted, and thereof in fee simple absolute, and warrant and defend the above granted premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, the purchase money having all been fully paid. In witness whereof we have hereunto set our hands & seals this 14th day of June 1875.

Henry ^{his} Lawson Seal
Jane ^{her} Lawson Seal

Virginia Scott County to wit:

J. Smith D. Morrison a commissioner in chancery for the county & State aforesaid do certify that Henry Lawson & Jane his wife parties to the foregoing deed bearing date on the 9th day of June 1875, personally appeared before me and acknowledged the same to be their act

and deed, And that the said Jane Lawson being examined by me privily and apart from her husband and having the said deed fully explained to her acknowledged that she had willingly executed the same & declared that she did not wish to retract it. Given under my hand this 14th day of June 1875.

J. D. Morrison Commissioner, Chy.

Virginia Lee county court clerk's office the 16th day of Jan'y 1876. The foregoing deed between Henry Lawson & Jane his wife of Scott County Va. of the first part, and John A. Moore of Lee County Va. of the second part, was this day filed in this office and admitted to records upon the certificate of J. D. Morrison a commissioner in chancery in and for Scott County Va.

Test John R. Gibson D.C.

Atty

Test John R. Gibson clerk.

John A. Moore
From { Copy of Deed.

Henry Laws and wife

Recorded in Deed
Book 1217 P. 410.

J. R. Gibson clk

fee for this copy 65¢

#82.

Bristol, Tenn Virginia July 16th 1878.

On or before the first day of May 1879, for value received, we or either of us, promise to pay to the order of Russell Leo Massillon Ohio, Eighty-two Dollars payable at Bank of Bristol, Bristol Tenn. without offset, with interest at ten per cent. per annum from date until maturity; and if not paid at maturity, with ten per cent. per annum annual interest from date until paid, and if this note is not paid at the maturity thereof, and is placed in the hands of an attorney or agent, for collection, then in addition to said sum and interest, we promise to pay the reasonable fees or commission of such attorney or agent, and all other expenses legally incurred in and about the collection of this note and interest, and we hereby waive the benefit of our Homestead Exemptions as to this obligation.

John A. Moore

P. O. Address Blackwater

Lee County Virginia

#10065-

Lives 1 mile w of P. O.

At Copy Teste -

J. A. Hyatt
Clerk

45-
40
130
2.15-

Russell Leo
Copy of photo
vs 3 No 10065-
John A. Moore

Sept 13th 1880
Credit the within
by cash \$50.00
A copy Leste
J. A. Hyatt
clerk

Fee for copy 45¢
45¢

\$89.50

Bristol Tenn ~~Virginia~~ July 16 1878

On or before the first day of May 1879.

For value received, we or either of us, promise to pay to the order of Russell Lee Massillon Ohio.

Eighty-nine $89\frac{50}{100}$ Dollars payable at Bank of Bristol, Bristol Tennessee, without offset ~~with interest at ten per cent. per annum from date~~ until maturity; and if not paid at maturity, with ten per cent. per annum annual interest from date until paid; and if this note is not paid at the maturity thereof, and is placed in the hands of an attorney or agent for collection, then in addition to said sum and interest, we promise to pay the reasonable fees or commission of such attorney or agent, and all other expenses legally incurred in and about the collection of this note and interest, and we hereby waive the benefit of our Homestead Exemptions as to this obligation.

P. O. Address

Blackwater

Lee County Virginia

#10066.

Lives 1 Mile N. of P. O.

A Copy Lest

J. A. Hyatt

Clerk

No protest.

S. A. Hyatt

Russell & Co
4 copy of vote
vs 3 #10066
John A. Moore et al

Free for copy 25¢

#10068

\$85.75-

Bristol Tenn. ~~Virginia~~ July 16th 1878.

On or before the first day of May 1880,
for value received, we or either of us, promise to pay to
the order of Russell & Co Massillon Ohio.

Eighty-five $75/100$ Dollars payable at Bank of Bristol
Bristol Tennessee, without offset, ~~with interest at~~
~~ten per cent. per annum~~ from date until maturity; and
if not paid at maturity, with ten per cent. per annum
annua interest from date until paid; and if this
note is not paid at the maturity thereof, and is placed
in the hands of an attorney or agent for collection,
then in addition to said sum and interest, we
promise to pay the reasonable fees or commission
of such attorney or agent, and all other expenses
legally incurred in and about the collection of this
note and interest, and we hereby waive the benefit
of our Homestead Exemptions as to this obligation.

John A. Moore

P.O. Address Blackwater

Lee County Virginia

#10067

Lives 1 mile W of P.O.

A Copy Teste-

J. A. Hyatt
Clerk

No protest

Virginia.

Russell & Co
4 copy of photo
vs 3 No 10067
John A. Moore et al

Fee for Copy 25[¢]

\$86.~

Bristol Tenn ~~Virginia~~ July 16 1878

On or before the first day of May 1881,
for value received, we, on either of us, promise to pay
to the order of Russell & Co Massillon Ohio,

Eighty Six Dollars. payable at Bank
of Bristol, Bristol Tenn. without offset,
with interest at ten per cent. per annum from date until
maturity; and if not paid at maturity, with ten per cent.
annual interest from date until paid; and if this note
is not paid at ^{the} maturity thereof, and is placed
in the hands of an attorney or agent for collection
then in addition to said sum and interest, we
promise to pay the reasonable fees, or commission
of such attorney or agent, and all other expenses
legally incurred in and about the collection
of this note and interest, and we hereby waive
the benefit of our Homestead Exemptions
as to this obligation.

John A. Moore

P. O Address Blackwater

Lee County Virginia

#10068

Lines / Miles N of P. O.

A Copy Left

J. A. Hyatt
Clerk

No protest

Virginia

Russell & Leo
3 Copy of photo
vs 3 No 10068
John A. Moore et al.

See for copy 25¢

\$86 ~

Bristol Tenn July 16th 1878

On or before the first day of May 1881, for value received, we, or either of us, promise to pay to the order of Russell Lee Massillon, Ohio Eighty Six Dollars, payable at Bank of Bristol Bristol Tennessee, without off set, ~~with interest at ten per cent. per annum from date until maturity;~~ and if not paid at maturity, with ten per cent. per annum annual interest from date until paid; and if this note is not paid at the maturity thereof, and is placed in the hands of an attorney, or agent for collection, then in addition to said sum and interest, we promise to pay the reasonable fees, or commission of such attorney, or agent, and all other expenses legally incurred in and about the collection of this note and interest, and we hereby waive the benefit of our Homestead Exemptions as to this obligation

John A. Moore

P. O. Address Blackwater

Lee County Virginia

#10069

Lives 1 Miles N of P. O.

A. Capry, Lesto

J. A. Hyatt
Clerk

No protest

Virginia

Russell Leo
vs 3 copy of note
3 No 10069
Jno A. Moorshead

Fee for copy 25⁰—

Russell & Co. Plffs

vs

Jos A. Moore et al Defs

} In Chancery

Orphans Court of
Lew County to wit, Nov Rules 1883

And the said deft comes in
his own proper person and
opens eyes of the writ in this
cause, and it is read to him in
these words "The Commonwealth of Va

To the Sheriff of Lew County Greeting, We
command you to summon John A. Moore
to appear at the clerk's office of the Orphans
Court of Lew County, at the court house
on the first Monday in Oct next, being
Rule day to answer a bill in chancery
exhibited in our said court against
him, by Jos Russell & Co. Russell
partners trading under the firm
name and style of Russell & Co.,
and have them show this writ, Return

J. A. G. Wyatt clerk of our said court at
the courthouse, This 27th day of Sept
1883 in the 108th year of the Common-
wealth. J. A. G. Wyatt clerk, which
being read and heard, the said deft
proves judgment of the said writ and
Bills, and pleads that there

is a variance, between the said writ and ~~Bill~~, Therefore in this particular, That is to say, for that in the said writ it is said The debt should appear at the said Court house and under a bill in Chancery exhibited against him by ~~James Russell~~ and ~~Jo Russell~~ partners, trading under ^{the firm} name and style of Russell & Co, And in the ~~Bill~~ ~~afforded~~ ~~grounded~~ upon said writ, it is complained, That - - - Russell, - - - Russell and - - - Russell doing business under the firm name and style of Russell & Co.

And, for this the said debt says that The said Russell and Company is an incorporated ^{body} company and as such has not - and as ~~such~~ ^{in their corporate capacity} company, Therefore because there is a manifest variance between the writ ~~afforded~~ and the said declaration in the particulars ~~afforded~~, and the failure of said company to sue in their corporate capacity, as they ^{might} The said debt prays judgment

on the writ and Declaration
afore said and that the same
may be granted.

Morrison & Morgan
per se

vs Lew County to wit.

This day John A. Moore
personally appeared before me a
Court in chancery in and for
the County and State aforesaid
and made oath that the matters
and things stated in the foregoing
plea are true to the best of
his knowledge and belief.

Given under my hand, this
The 30th day of Nov 1883.

J. A. Hyatt clk
& Court to

Russell & Leo
vs ~~Pha~~ en Abatement
John A. Moore et al

Dent. must be sustained
Moore alone before Co.

Plea in abatement. Rtd.
Plea Corporation 2d Dent.

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting :

We Command You to Summon

John A. Moore

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in

October next being rule day to answer a bill in Chancery exhibited in our said Court against *him*
by *John Russell & Jo. Russell*
partners trading under the firm name and
Style of Russell & Co

And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This *27th* day of *September* 188*3*, in the 10*8* year of the Commonwealth.

J. A. G. Hyatt Clerk

CP

Russell & Co
vs $\frac{1}{3}$ Spain Chcy.

John A. Moore

Lo October Rules 1883.

Exacted by delivering
to John A. Moore an
office copy of the
within Spa. Sept 29
th - 1883.

R. S. Flanery. S. L. L.

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting :

We Command You to Summon

*John A. Moore, A. J.,
Livingston and B. D. Livingston*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in

February ^{*are amended*} next being rule day to answer ^{*A*} bill in Chancery exhibited in our said Court against

them by *John Russell and J. Russell*
partners trading under the firm name and
style of Russell & Co.

And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This *12th* day of *January* 188*4*, in the 10 *8* year of the Commonwealth.

J. A. G. Hyatt Clerk

(P)

Russell & Co
vs { Spa in Chcy
 { ow and Bill

John A. Moore et al

To February Rules 1884

Executed by delivering
to John A. Moore, A. J.
Livingston & B. H. Livingston
an official copy of the
within Spa, Jan'y 25/84.

S. H. Ewing, S.
for R. D. Manning, S. C.